

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331

http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA. CALIFORNIA 91802-1460

May 06, 2014

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

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May 6, 2014

ych (1. Hama SACHI A. HAMAI EXECUTIVE OFFICER

USE AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF LOS ANGELES
LOS ANGELES RIVER PARCEL 487
ALISO CREEK PARCELS 39 AND 40
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)

SUBJECT

This action is to approve a Use Agreement for public recreational purposes between the Los Angeles County Flood Control District and the City of Los Angeles along portions of the Los Angeles River and Aliso Creek in the City of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Find that the 25-year Use Agreement between the Los Angeles County Flood Control District and the City of Los Angeles for public recreational purposes along portions of Los Angeles River Parcel 487 and Aliso Creek Parcels 39 and 40 in the City of Los Angeles will not interfere or be inconsistent with the primary use of purposes of such lands by the Los Angeles County Flood Control District.

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3. Instruct the Chairman of the Board of Supervisors of the Los Angeles County Flood Control District to sign the Use Agreement document and authorize delivery to the City of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to enable the LACFCD to enter into a Use Agreement between the LACFCD and the City of Los Angeles for the City's use of the LACFCD-owned property along portions of Los Angeles River Parcel 487 and Aliso Creek Parcels 39 and 40 located in the City for public recreational purposes. The City proposes to construct, operate, and maintain trails, landscaping, fencing, signage, gates, picnic tables, bike racks, and irrigation in connection with the Aliso Creek and Los Angeles River Confluence Project.

<u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). The improvements will enhance river aesthetics and public recreational opportunities in the area, thereby improving the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for this Use Agreement since this use of the LACFCD right of way is for public recreational purposes. The Los Angeles County Flood Control Act provides for the LACFCD right of way to be used for these purposes as long as the public recreational purposes are compatible with the LACFCD's use of the property for flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles River Parcel 487 is located on the north side of the Los Angeles River between Wilbur Avenue and Rhea Avenue in the City, and Aliso Creek Parcels 39 and 40 are located on the south side of the Los Angeles River between Vanowen Street and Rhea Avenue in the City.

The Use Agreement is for a term of 25 years and is authorized by Section 2, paragraph 14, of the Los Angeles County Flood Control Act. This Section authorizes the LACFCD..."To provide, by agreement with other public agencies...for the recreational use of the lands, facilities, and works of the district, which shall not interfere or be inconsistent, with the primary use and purpose of the lands, facilities, and works by the district."

The Use Agreement document has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The Aliso Creek and Los Angeles River Confluence Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301, 15303, 15304, and 15311 of the State CEQA Guidelines and Classes 1, 3, 4, and 11 of the Environmental Reporting Procedures and Guidelines, Appendix G, adopted by the Board. These exemptions provide for operation, repair, maintenance, or minor alteration of existing structures or facilities; the

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construction or conversion of new, small facilities or structures; the installation of small new equipment and facilities in small structures; the conversion of the use of small structures; minor alterations in the condition of land, such as grading, gardening, and landscaping; and the construction or replacement of minor structures appurtenant to existing facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the recreational use and enjoyment of the LACFCD right of way without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter and two originals of the executed Use Agreement to the Department of Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,

Hail Farher

GAIL FARBER

Director

GF:SGS:tw

Enclosures

 Auditor-Controller (Accounting Division - Asset Management)
 Chief Executive Office (Rita Robinson)
 County Counsel
 Executive Office Use Agreement No. ______ Los Angeles River - Parcel 487 Aliso Creek Parcel 39 and 40 Right-of-Way Map No.19-RW6 Assessor's Identification Nos. 2127-001-903 and 2126-035-900 Thomas Guide Page/Grid: 530, H6 Supervisorial District 3

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic,

herein referred to as DISTRICT

and

CITY OF LOS ANGELES
a municipal corporation, acting by and through its
BOARD OF RECREATION AND PARK COMMISSIONERS

herein referred to as CITY

RECITALS

WHEREAS, the DISTRICT owns fee title to portions of the Los Angeles River generally located at the confluence with Aliso Creek in the City of los Angeles, State of California and, as more particularly shown on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as the PREMISES; and

WHEREAS, The Trust for Public Land (TPL) has obtained funding for public recreational purposes and proposes to construct certain improvements on the PREMISES in connection with the project known as the Los Angeles River and Aliso Creek Confluence Project (PROJECT), including but not limited to trails, landscaping, fencing, gates, signage, interpretive displays, picnic tables, and bike racks as shown on Exhibit B, hereinafter referred to as the IMPROVEMENTS; and

WHEREAS CITY proposes to operate and maintain the IMPROVEMENTS on the PREMISES in connection with the PROJECT;

NOW, THEREFORE, in consideration of these recitals and the faithful performance by CITY and DISTRICT of the mutual covenants herein contained, for the period of time, herein set forth, the DISTRICT and CITY hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. CITY is authorized and permitted to use the PREMISES for the construction, operation, maintenance, and use of the IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by CITY is expressly prohibited.
- 1.2. CITY's use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission), and CITY's use of the PREMISES shall at no time interfere with the use of the PREMISES or the use of DISTRICT's adjacent property and/or improvements for such purposes.
- 1.3 DISTRICT reserves the right to use or allow others to use the PREMISES for any and all lawful purposes in addition to flood control, water conservation, and watershed management including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the CITY's use or constitute unreasonable interference.
- 1.4 This Use Agreement is valid only to extent of DISTRICT's jurisdiction. Acquisition of permits required by other affected agencies and the consent of underlying fee owner(s) other than DISTRICT's, if any, are the responsibility of the CITY.

SECTION 2. Construction and Maintenance of Improvements

2.1. CITY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines prior to implementing IMPROVEMENTS and that CITY shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, CITY hereby agrees to indemnify, defend, and hold harmless DISTRICT and COUNTY OF LOS ANGELES and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the National Environmental Policy Act.

- 2.2. CITY shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of CITY, CITY shall submit the plans and specification for the IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works. CITY shall also obtain DISTRICT's prior written approval should CITY propose to make any changes to the approved plans and specifications.
- 2.4. Upon completion of the construction of the IMPROVEMENTS, CITY shall provide DISTRICT with approved As-Built plans.
- 2.5. CITY shall keep, inspect, and maintain the PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris, including but not limited to rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall CITY commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. CITY shall remove graffiti from the PREMISES and IMPROVEMENTS and any walls, fences, and signs, which are located within the PREMISES, anytime graffiti is discovered by CITY or anytime CITY is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. CITY shall replace or repair any property of DISTRICT that becomes damaged by CITY or any person entering the PREMISES at CITY's invitation or with the consent of the CITY, either expressed or implied, within a reasonable time to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of the CITY's receipt of an invoice from DISTRICT.
- 2.8 CITY shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event CITY abandons its operation and maintenance of the IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), subject to the DISTRICT's right to terminate CITY's use as provided for in Section 4, below.
- 3.2 This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from CITY no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term. The Initial Term shall commence on the date that this Use Agreement is executed by the last party to sign.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY's use of PREMISES by giving CITY at least ninety (90) days prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, the PREMISES for watershed management purposes, including flood control, water conservation, and water quality; and
 - 4.1.2. DISTRICT determines, in good faith, that the IMPROVEMENTS and/or CITY's use of the PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified CITY of the basis for DISTRICT's determination that a substantial incompatibility will exist and has provided CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS or CITY's use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY's use of PREMISES by giving CITY at least sixty (60) days prior written notice, if CITY breaches any term or condition of this Use Agreement.
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate CITY's use of the PREMISES if construction of the IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.

- 4.4. DISTRICT shall have the right to immediately cancel and terminate CITY's use of PREMISES, pursuant to this Use Agreement or, in the DISTRICT's sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, CITY shall bear any expenses associated with the cessation of such use, and shall have no rights or claims therefore against DISTRICT.
- 4.5. CITY shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, CITY shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2 Prior to commencing the removal of the IMPROVEMENTS, or any of them, CITY shall apply for and obtain a permit therefore, from the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works.
- 5.3. If CITY fails to remove the IMPROVEMENTS and restore the PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of CITY's use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove the IMPROVEMENTS.
- 5.4. If DISTRICT removes the IMPROVEMENTS pursuant to Subsection 5.2, DISTRICT shall submit a billing invoice to CITY indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and CITY shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1. In accordance with Government Code Section 895.4, DISTRICT and CITY agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. CITY shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to, the construction, reconstruction, maintenance, operation, or removal of the IMPROVEMENTS or CITY's use of the PREMISES, except to the extent caused by the willful misconduct of the DISTRICT.
- 6.1.1.2. DISTRICT shall indemnify, defend, and hold CITY and its officers, employees and agents harmless from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by DISTRICT on, above, or under the PREMISES or arising from any and all uses of the PREMISES by DISTRICT, except to the extent caused by the willful misconduct of the CITY.
- 6.1.2. CITY releases DISTRICT and waives all rights to damages for any loss, costs, or expenses CITY may sustain as a result of any damage to, or destruction of, the IMPROVEMENTS or to the PREMISES attributable to DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, the PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities, except to the extent caused by the DISTRICT's negligence or willful misconduct.
- 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.
- 6.2. Without limiting CITY's indemnification of the DISTRICT, CITY shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Comprehensive general liability and property damage coverage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
- Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, CITY in the course of carrying out the work or services contemplated in this Agreement.
- Automobile Liability Insurance: CITY shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
- The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as additional insureds on all policies of liability insurance. CITY shall furnish to DISTRICT a Policy of Insurance evidencing CITY's insurance coverage no later than ten (10) working days after execution of the Agreement, but before CITY takes possession of the Premises. Upon renewal of said policy, CITY shall furnish to DISTRICT a Certificate evidencing CITY's continued insurance coverage as required herein.
- The DISTRICT may accept, should CITY elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. CITY and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for CITY's benefit that DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for CITY's use.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by CITY, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.

- Except as to fuels, lubricants, and products associated with motorized 6.6. vehicles, equipment, gardening, or maintenance-related substances, or all of the above, CITY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto the PREMISES, CITY shall immediately notify DISTRICT by calling 1 (800) 675-4357. If the spillage, leakage, or escape was caused by CITY, CITY shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of CITY's hazardous substances, CITY shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, CITY shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT's tenants, licensees, or easement holders.
- 6.7. Any notice to be given or document to be delivered by DISTRICT or CITY to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

TO: DISTRICT

Los Angeles County Flood Control District
Attention Survey/Mapping & Property Division
P.O. Box 1460
900 South Fremont Avenue, Alhambra, CA 91802-1460
Telephone: (626) 458-7065 or (626) 458-7072; Fax: (626) 289-3618 for Emergencies, contact (626) 458-HELP (4357)

TO: CITY

City of Los Angeles
Attention Cid Macaraeg, Director
Department of Recreation & Parks
Real Estate & Asset Management
Planning, Construction & Maintenance Branch
221 North Figueroa Street, Suite 100, Los Angeles, CA 90012
Telephone: (213) 202-2608; Fax: (213) 202-2612

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the Use Agreement to be subscribed by the Chairman of the Board and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the City of Los Angeles, Department of Recreation and Parks, a California municipal corporation, acting by and through its Board of Recreation and Park Commissioners has hereunto subscribed its name, the date and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

RV-

President

BY:

Secretary

Approved as to Form:

MICHAEL N. FEUER

City Attorney

Deputy City Attorney



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

iporate and politic

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS

Sachi A. Hamai, Executive Officer of the Board of Supervisors of the County of Los Angeles

By:

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

By: Others (for) Mark yoner

I hereby certify that pursuant to Section 25103 of the Government Code.

> JACHLA, HAMAI Executive Officer

Clerk of the Board of Supervisors

delivery of this document has been made.

Deputy

ADOPTED
BOARD OF SUPERVISORS

#60 - MAY 06 2014

EXECUTIVE OFFICER

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

APPROVED AS TO FORM

JOHN F. KRATTLI County Counsel

Deputy

SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles

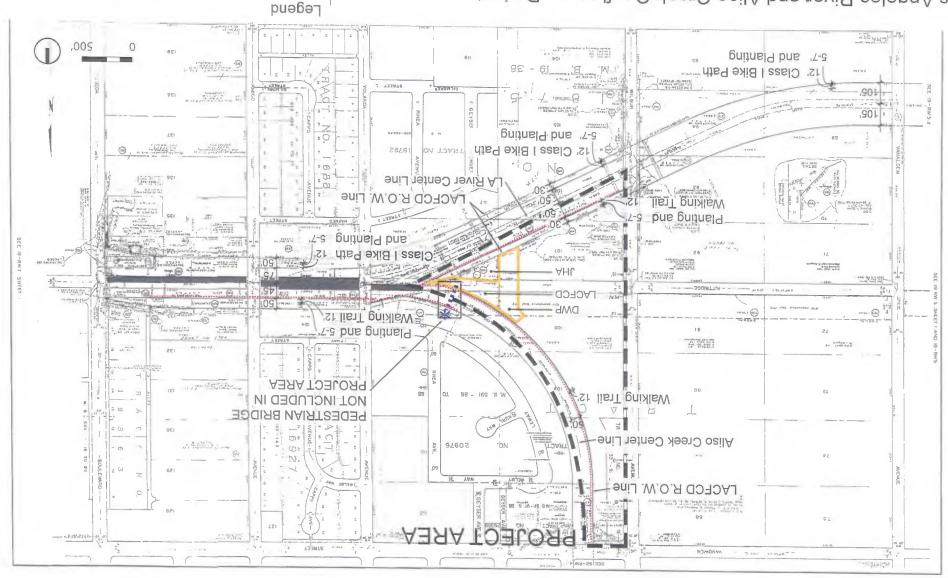
Deputy

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA	
COUNTY OF Sos Angeles) ss.	
On <u>february 19, 2014</u> , before me,	(insert name of the officer)
personally appeared Sa Tonya Pean, .	Board Secretary, Recreation
Parline Mae alvares board of	resident
(insert name(s) and ti	tle(s)
who proved to me on the basis of satisfactory evidename(s) is/are subscribed to the within instrument he/she/they executed the same in his/her/their authhis/her/their signature(s) on the instrument the persowhich the person(s) acted, executed the instrument.	and acknowledged to me that orized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the that the foregoing paragraph is true and correct.	laws of the State of California
WITNESS my hand and official seal.	TANZI COLE COMM. #1934859 NOTARY PUBLIC CALIFORNIA LOS ANGELES COUNTY My Comm. Expires MAY 2, 2015
Signature	(Seal)

MR:mr P6:\USE AGRMNT ALISO CRK.DOC

EXHIBIT A



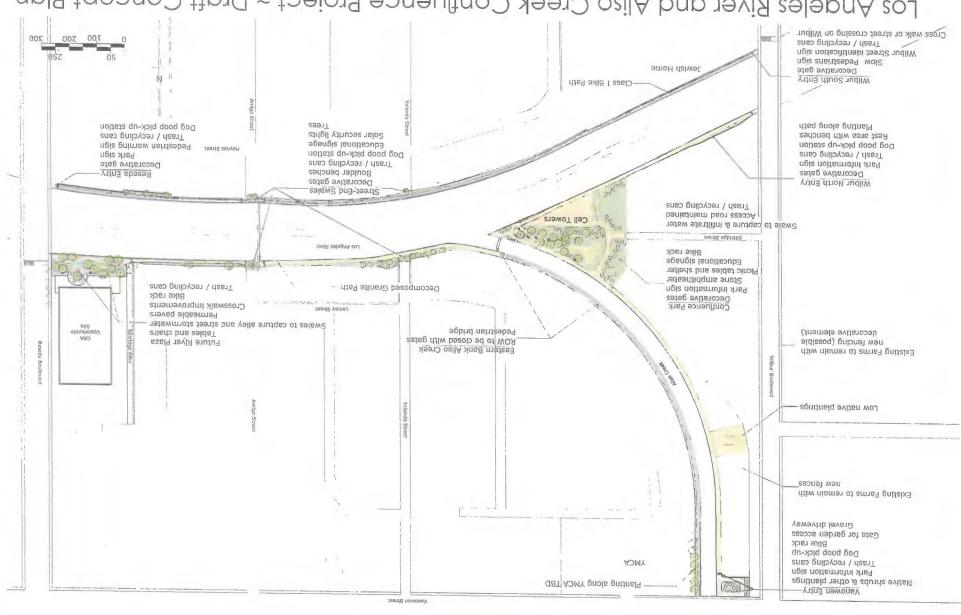
Proposed walking path Department of Water and Power Jewish Home of the Aging LA County Flood Control District Right-of-Way Proposed 8' wide pre-fab pedestrian bridge location TBD based on bridge location TBD based on

DWP JHA LACFCD R.O.W.

Los Angeles River and Aliso Creek Confluence Project Proposed Project Parameters

Project area: 2.73 acres (118,865 sq. ft) Length of proposed walking path in project area: 2,683 ft Overall length of proposed walking path: 4,100 ft

EXHIBIL B



Los Angeles River and Aliso Creek Confluence Project - Draft Concept Plan

Revised August 19, 2009